

AUG 29 2003

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS,
CORPUS CHRISTI DIVISION

Michael H. Milby, Clerk of Court

ISLAND INSURANCE AGENCY, INC.
AND DAVID JOHNSON

VS.

STANDARD GUARANTY INSURANCE
COMPANY and JAMES AND REGINA
STEVENSON§
§
§
§
§
§
§**C - 03 - 320**

CIVIL ACTION NO. _____

JURY TRIAL REQUESTED**COMPLAINT IN INTERPLEADER**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

COMES NOW Island Insurance Agency, Inc. and David Johnson, Defendants and Plaintiffs in Interpleader pursuant to 28 U.S.C. § 1335, complaining of Standard Guaranty Insurance Company, James Stevenson and Regina Stevenson (hereinafter referred to as "the Stevensons"), Defendants in Interpleader, and would show the Court as follows:

PARTIES

1. Island Insurance Agency, Inc. (called "Island Insurance" herein) is a corporation incorporated in the State of Texas and maintains its principal office in Texas. Island Insurance is a citizen of Texas.

2. David Johnson is an individual residing in Texas. David Johnson is a citizen of Texas.

3. Standard Guaranty Insurance Company, (called "Standard Guaranty"), is a joint stock company incorporated under the laws of the State of Delaware with its principal place of business in Georgia. Standard Guaranty is not a citizen of Texas. Standard Guaranty will be served with a

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copy of this Complaint through its counsel of record, Mr. Richard W. Alexander, CANTEY & HANGER, 400 W. 15th St., Suite 200, Austin, Texas 78701.

4. James and Regina Stevenson (called “the Stevensons”) are individuals residing in Texas. The Stevensons are citizens of Texas and are already parties to the underlying cause of action and will be served with a copy of this Complaint through their counsel of record, Mikal C. Watts, The Watts Law Firm, Tower II Bldg., Suite 1400, 555 N. Carancahua, Corpus Christi, Texas 78478

JURISDICTION

5. This Court has original jurisdiction over this interpleader under 28 U.S.C. § 1335 because the Interpleader Defendants, Standard Guaranty and the Stevensons, are adverse claimants of diverse citizenship, as defined by 28 U.S.C. § 1332, and are claiming to be entitled to the proceeds of a liability insurance policy previously tendered in settlement in Civil Action No. CA-02-355, styled *Ace Global Markets Limited, et al vs. James Stevenson and Regina Stevenson vs. Island Insurance Agency, Inc., et al*, of the value of \$500 or more, which is in the possession of the Plaintiff Interpleaders.

6. Island Insurance and David Johnson are or may be subject to multiple liability with respect to claims made by Standard Guaranty and the Stevensons. The rival claims by the Stevensons and Standard Guaranty involve the proceeds of a settlement reached on claims made by the Stevensons against Island Insurance and David Johnson. The proceeds involved in the settlement are from a liability insurance policy held by Island Insurance and including David Johnson.

7. Island Insurance Agency, Inc. and David Johnson are subject to or reasonably anticipate multiple liability from rival claims to the proceeds of settlement in that Standard Guaranty

claims a subrogation or other interest in the entire \$500,000 amount reached in settlement between Island Insurance, David Johnson, and the Stevensons.

8. These claims are adverse and conflicting, and Island Insurance and David Johnson are unable to determine whether Standard Guaranty and the Stevensons are entitled to the proceeds of such settlement. With respect to the conflict between Standard Guaranty and the Stevensons, Island Insurance and David Johnson are in the position of innocent stakeholders faced with the possibility of multiple liability and incidental costs.

9. Island Insurance and David Johnson neither have, nor claim, any interest in the \$500,000 proceeds which they have been and remain willing to deliver to the person or persons entitled to possession.

10. Island Insurance and David Johnson have in no way colluded with any defendant concerning the matters of this cause. Island Insurance and David Johnson have filed this Interpleader of their own free will to avoid multiple liability and unnecessary suits and costs incidental to them.

11. Island Insurance and David Johnson will deposit with the clerk of this court \$500,000, which represents the entire proceeds of this settlement in question, upon order of the Court.

12. Island Insurance and David Johnson further allege that they are entitled to recover reasonable attorney fees and costs as a result of these proceedings.

13. Island Insurance and David Johnson hereby request a jury trial.

PRAYER FOR RELIEF

14. For the reasons stated, Island Insurance and David Johnson request that Standard Guaranty and the Stevensons be cited to appear and answer, interpleading their claims to the

\$500,000 proceeds of the policy, which Island Insurance and David Johnson have deposited with the court, and that, on final trial, they have the following:

- a. That they be released and discharged from all liability to Standard Guaranty and the Stevensons from all claims to the \$500,000 proceeds of the settlement.
- b. That Island Insurance Agency, Inc. and David Johnson have and recover a reasonable fee for the services of their attorneys, together with all costs of court and expenses incurred by them in this suit, with all such fees, costs, and expenses to be paid out of the \$500,000 prior to any award to the prevailing party.
- c. Such other and further relief to which Island Insurance Agency, Inc. and David Johnson may be justly entitled.

Respectfully submitted,

BARKER, LEON, FANCHER & MATTHYS, L.L.P.
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Rick Fancher
Attorney in Charge for Plaintiffs,
Island Insurance Agency, Inc. And David Johnson
State Bar No. 06800300
Federal ID No. 2217

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing instrument has been served on counsel of record on this the 29th day of August, 2003, in accordance with the Federal Rules of Civil Procedure:

Mr. Aaron Pool
DONATO, MINX & BROWN
3200 Southwest Freeway, Suite 2310
Houston, Texas 77027
Attorney for Plaintiffs and Third-Party Defendants
Hover Insurance Agency, Inc./Sea Coast Brokers
and NCA Group, Inc.

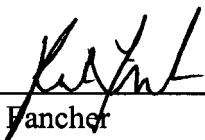
FAX # 713-877-1138

Mr. Mikal Watts
Mr. Russell Abney
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Attorney for Defendants/Third-Party Plaintiffs
James and Regina Stevenson

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Rick Fancher